1 2	JONATHAN D. WOLF, CA STATE BAR NO. 127043 JULIA L. COVELLO, CA STATE BAR NO. 334941 BERLINER COHEN, LLP TEN ALMADEN BOULEVARD ELEVENTH FLOOR SAN JOSE, CALIFORNIA 95113-2233 TELEPHONE: (408) 286-5800 FACSIMILE: (408) 998-5388 jonathan.wolf@berliner.com julia.covello@berliner.com ATTORNEYS FOR PLAINTIFF AT&T CORPORATION		
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8	UNITED STATES DISTRICT COURT		
9	NORTHERN DISTRICT OF CALIFORNIA		
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11	AT&T CORPORATION, a New York	CASE NO.	
12	corporation,	COMPLAINT FOR BREACH OF	
13	Plaintiff,	CONTRACT AND QUANTUM MERUIT	
14	V.		
15	INTERSTATE HOLDINGS, LLC dba CONCORD HILTON, a California limited	Judge:	
	liability company,		
16 17	Defendant.		
18	Plaintiff AT&T CORPORATION ("Pla	intiff" or "AT&T") alleges as follows:	
19	PAI	RTIES	
20	1. Plaintiff is a corporation organized under the laws of the State of New York and i		
21	registered with the Secretary of State of California to do business in California.		
22	2. Defendant INTERSTATE He	OLDINGS, LLC dba CONCORD HILTON	
23	("Defendant" or "Concord") is a limited liability	y company organized under the laws of the State of	
24	California.		
25	JURISDICTIO	ON AND VENUE	
26	3. This Court has subject matter jur	isdiction pursuant to 28 U.S.C. § 1332(a), in that the	
27	matter in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs, and i		
28	between parties that are citizens of different states.		
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1	4.	Venue is proper under 28 U.S.C. § 1391(b), in that Defendant has and is conducting	
2	business in this judicial district and/or the telecommunication services at issue were provided to		
3	Defendant in this judicial district.		
4		DIVISIONAL ASSIGNMENT	
5	5.	The events that give rise to the claims asserted herein occurred in the County of	
6	Contra Costa.	Pursuant to Local Rule 3-2(c), AT&T requests the Clerk to assign this case to the	
7	court division	serving the county in which the action arises.	
8	GENERAL ALLEGATIONS		
9	6.	AT&T is a provider of telecommunication, long-distance and local telephone	
10	services.		
11	7.	This dispute appears to arise out of a Contract.	
12	8.	AT&T provided services (the "Services") to Concord under account number 960-739-	
13	4158-555 ("Account").		
14	9.	The terms and conditions of the Contracts governed the provisioning of the Services	
15	to Concord.		
16	10.	AT&T provided the Services to Concord and billed Concord for the Services on a	
17	monthly basis.		
18	11.	Concord has failed to pay all amounts due including, but not limited to, amounts due	
19	for the Services and other charges which exceed \$167,825.63.		
20	12.	AT&T has demanded payment for the Services provided to Concord, but has received	
21	no part of the \$167,825.63 principal amount due and owing.		
22		FIRST CAUSE OF ACTION	
23		(BREACH OF CONTRACT)	
24	13.	Plaintiff re-alleges each of the foregoing allegations contained in paragraphs 1	
25	through 12 as if set forth fully herein.		
26	14.	Concord's refusal and failure to pay amounts due and owing for the Services, as set	
27	forth above, constitutes a breach of the Contracts.		
28	15.	AT&T performed all of its obligations under the Contracts.	

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1	contract rate of 1.5% per month (18% per annum), or the maximum rate allowed by law, attorney'	
2	fees and other costs pursuant to the Contracts;	
3	2. In the alternative, on its Second Claim for Relief, for amounts due and owing fo	
4	Services provided to Concord in an amount not less than \$167,825.63;	
5	3. On all claims, for interest, costs and attorney's fees as allowed by law; and	
6	4. For such other and further relief as the Court may seem appropriate under the	
7	circumstances of this case.	
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9	DATED: MARCH 1, 2023 BERLINER COHEN, LLP	
10	By: Corethan O, Wolf	
11	JQNATHAN D. WOLF	
12	JULIA L. COVELLO ATTORNEYS FOR PLAINTIFF	
13	AT&T CORPORATION	
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